

CFNR TRANSPORT  
**General Terms and Conditions of Sale**  
**governing port operations**

**Article 1 - PURPOSE AND SCOPE**

These General Terms and Conditions govern the relations between CFNR Transport PORT OPERATOR, hereinafter referred to as "the Operator" and its Clients. In this context, the acceptance of a commercial offer from the Operator by a Client implies adherence to these general terms and conditions of sale.

The services provided by the Operator consist mainly of material loading and unloading operations at the quayside or in the warehouse, reloading onto any other means of transport (river barge, self-propelled barge, freight-car, semi-trailer or truck), as well as warehousing services for goods, and services to the goods themselves or to the containers, in particular, sorting, screening, crushing, stuffing and stripping of containers, cleaning or repairs to containers, to the exclusion of any legal services.

Clients who require the services of the Operator, shall expressly inform the carriers they charter, and provide by any means (paper or electronic), these General Terms and Conditions of Sale, prior to the performance of the transport.

The client, shipper or consignee, shall assume full legal responsibility and shall hold the Operator harmless against any of the carrier's remedies against the Operator which would result in the application of the provisions of these General Terms and Conditions of Sale and in particular the limitations of liability that they include being disregarded. Any general or special terms and conditions of purchase or written reservations of our clients cannot be binding on us except in the case of prior written acceptance on our part.

**Article 2 - PRICE OF SERVICES**

Our prices are established on the basis of personalised quotations. They are in euros and are exclusive of taxes. VAT is charged in addition according to the regulations in force; any taxes that may be levied appear explicitly in the invoices. Quotation prices do not include costs, duties and fees relating to the port, taxes collected by the tax authorities (such as entry fees, stamps, duties, etc.) as well as demurrage on boats or rental and parking costs for freight cars, equipment, gear or other vehicles, which are payable by the client

**Article 3 - PERFORMANCE OF SERVICES**

**3.1 - General obligations**

Complete written instructions must be provided for each service request. General and standing instructions are not permitted.

Dangerous goods are forbidden on our platforms and terminals. Legal acceptance and dispatch within the meaning of the transport contract, whether upon arrival and departure of the goods from the ports, are not included in the services offered by the Operator. These operations remain the exclusive responsibility of the client with regard to the carrier.

Only the apparent condition of the goods is examined on arrival by the Operator.

It is the responsibility of the client and the carrier to check the condition of the goods involved and to report any reservations inherent to the contract of carriage that are necessary within the time limits and to provide proof of any damage caused to the goods and/or containers.

With regard to the carrier, the client retains the status of shipper and loader and remains in this respect liable in particular for the arrival and packaging of the goods in accordance with the customs of national and international trade.

The Operator cannot be held liable for the non-conformity of the packaging, the merchandise or the container and the consequences of a refusal to load notified by the carrier.

The Operator, in its capacity as a handler, excludes the handling of commercial or customs documents accompanying the goods. It is the client's responsibility to assume full legal responsibility for the routing of these documents in the appropriate time frames to successive carriers and to assume full legal responsibility for all customs formalities. The Operator facilitates the delivery of these documents as far as possible and without incurring liability, by making a collection system available to its clients.

Consequently, all clients waive any claim against the Operator in the event of loss or delay related to the operation of this system.

It is stipulated that in the absence of prior weighing, the Operator cannot be held responsible for the weight indicated on the bill of lading, the consignment note or any other transport document accompanying the goods.

The Operator, except in the case of an express written exception, does not commit to deadlines and cannot be held responsible for delays. However, the Operator shall ensure that the services are carried out as soon as possible. It should be noted that laytime and demurrage or other loading deadlines agreed between the client and the carrier, particularly in river transport, are not binding on the Operator.

The order of performance of the services is left to the discretion of the Operator's operations department. The processing of handling services depends, as the case may be, on the order of arrival of the boats, trucks or freight-cars, the order of requests, the availability of equipment and personnel and the priorities linked to safety and security.

The Operator reserves the right to refuse the performance of the services, in particular if the conditions mentioned in the offer are not met, or if it appears, at the time of performance of the service, that:

- o the service cannot be provided without endangering the safety of persons or the site due to the condition of the goods in question,
- o the goods are in an unsatisfactory condition and/or in packaging of such a nature as to compromise them during handling,
- o due to their condition, the goods cannot be handled,
- o the goods show visible external damage or unless, prior to handover which shall be at the exclusive risk of the client, it has been established beforehand that the said damage has occurred, under the conditions set out below,
- o the means of transport is not adapted to the tools and equipment used to carry out the handling, with the risk of causing damage to the goods,

The client may not claim any compensation for refusal to accept handover in the cases mentioned above. However, the services provided by the Operator will be due.

### **3.2 Storage Risks / Responsibilities**

The Operator could be entrusted with the storage of the goods after unloading

- o on the quay or in the warehouse as a free accessory to the handling contract for goods unloaded and immediately reloaded or during the period of exemption provided for in the schedule of fees or contractually agreed,
- o as warehouse keeper from the time of unloading for empty or full containers according to the current schedule of fees,
- o as warehouse keeper, after unloading, of all goods other than containers according to the current schedule of fees.

If, in the context of a request for the transshipment of goods, the Operator notes, after unloading, the impossibility of loading the goods due to the absence of the carrier designated by the client, the goods shall be placed in temporary storage at the exclusive expense, risk and peril of the said client.

Similarly, if, after unloading by the Operator, the latter notes that the poor condition of the goods or their packaging does not allow them to be taken back under normal conditions for storage, it is up to the client to pay any additional costs previously necessary to carry out the handling.

The goods are stored, depending on their nature and/or the Client's request, in warehouses, covered halls or in the open air on platforms or terminals that are closed and prohibited from access by any unauthorised person or vehicle. Goods in storage are pledged, in application of Articles L.521-1 et seq. of the French Commercial Code, for all storage, handling and other costs due to the Operator.

The Operator is free to manage the areas where goods are stored at the terminals and platforms it manages and may move the goods from one point to another at any time in order to rationalise the use of the space entrusted to it by the port.

## **ARTICLE 4 – LIABILITY**

The Operator is only liable for material damage to the goods to the exclusion of all other damages.

The compensation which may be incurred by the Operator shall be based on the purchase value of the goods.

### **4.1 - Damage to goods during handling operations or services to the goods:**

In all cases where the Operator's liability is incurred, for any reason whatsoever, the indemnity payable by the Operator is strictly limited for material damage to the goods following loss or damage to the goods to €14 per kilo of gross weight of the damaged goods, without being able to exceed, per complete lost or damaged consignment, whatever the volume, weight, dimensions, nature or value, a sum in excess of €60,000.

With regard to the container itself for its empty packing function, the refund may not exceed its market value, capped at €2,500 for a 20' container and €5,000 for a container of 40' or more.

Above these thresholds, the client will have the option of taking out a special guarantee with its insurer in order to substitute the amount of its declaration of value for the above-mentioned caps.

The Operator is not liable in the event of delay, unless expressly agreed between the parties generating a performance obligation for the Operator. In this case, our liability is limited to the invoiced cost of our service.

The Operator shall not be liable for services that have not been the subject of a special tariff.

#### **4.2 - Damage to goods during storage on the ground or in a warehouse:**

When the Operator performs storage services for goods after their unloading, or before their loading, on the port dock or in a warehouse, its can only be held liable in the event of proven fault against it.

In all cases where the Operator's liability is incurred, for any reason whatsoever, the compensation payable by the Operator is strictly limited for material damage to the goods due to loss, damage, shortfalls or theft, to €14 per kilo of gross weight of the damaged goods, without being able to exceed, per complete or damaged lost consignment, whatever the volume, weight, dimensions, nature or value, a sum of more than €60,000.

#### **4.3 - Damage to the vessel, the barge or the means of transport used for loading or unloading:**

In all cases where the Operator is liable for material damage caused to the barge, the boat, the freight-car, the truck or any other transport vehicle, during loading or unloading services as a result of a fault committed in the use of its handling equipment, its liability may not exceed €50,000 per transport vehicle involved.

### **Article 5 - INSURANCE**

The Operator does not take out any property damage insurance (fire, theft or miscellaneous risks) for goods or containers stored in the open air, in a hall or in a warehouse.

It is therefore the responsibility of the client or its representative to take out damage insurance, if necessary, to guarantee these goods against the risks of fire, theft or any other damage.

### **Article 6 - RETENTION**

The Operator has the right to exercise a right of retention on goods, full or empty containers as well as their accessories, after formal notice of payment that has remained unheeded after a period of 7 days.

### **Article 7 - METHODS OF PAYMENT**

Services are payable within 30 days of invoice date, without discount, at the place of issue.

The client is always liable for payment.

Unilateral offsetting of the amount of the alleged damages against the price of the services due is prohibited. Any delay in payment shall automatically entail, on the day following the payment date that is indicated on the invoice, the payment of late payment interest of an amount equivalent to the interest rate applied by the European Central Bank (ECB) to its most recent refinancing operation increased by ten percentage points and set in accordance with the terms and conditions defined in Article L. 441-6 paragraph 12 of the French Commercial Code, as well as a fixed compensation for recovery costs of 40 euros in accordance with Article D. 441-5. of the French Commercial Code, without prejudice to any compensation, under the conditions of ordinary law, for any other damage resulting directly from this delay. Any delay in payment shall entail, without formalities, forfeiture of any other debt held by the Operator which shall become immediately due and payable even in the event of acceptance of bills of exchange.

### **Article 8- JURISDICTION CLAUSE**

In the event of litigation or dispute, only the Commercial Chamber of the Tribunal de Grande Instance of Thionville has jurisdiction, even in the event of multiple defendants or third-party claims.